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defendant to break this contract and enter into a similar one with him. The plaintiff sues for breach of this second contract. *Held*, that the contract was illegal, and the plaintiff may not recover. *Wanderers Hockey Club v. Johnson*, 25 West. L. R. 434 (Brit. Col.). For a discussion of the question involved, see NOTES, p. 273.

**ILLEGAL CONTRACTS — CONTRACTS AGAINST PUBLIC POLICY — PRIVATE AGREEMENT OF DIRECTOR WITH STOCKHOLDER.** — The B. Co., being in financial straits, by an agreement approved in general meeting voted to allow the defendant two representatives on the board of directors in return for his providing additional capital. Accordingly, the defendant made the plaintiff a director of the B. Co., and privately contracted to pay him £200 yearly so long as he remained on the board, but it was not contemplated that the plaintiff should promote the defendant's interests as distinguished from those of the shareholders as a whole. *Held*, that the plaintiff may recover on the contract. *Kregor v. Hollins*, 109 L. T. R. 225 (Ct. of App., Oct. 18, 1913).

A contract by an employee with a third party to assume a position which might lead him to act to his employer's prejudice is illegal. *Rice v. Wood*, 113 Mass. 133; *Goodell v. Hurlbut*, 5 N. Y. App. Div. 77. The agreement being calculated to bias the agent's mind, that it does not in fact do so is immaterial. *Harrington v. The Victoria Graving Dock Co.*, 3 Q. B. D. 549. The situation of the corporation director is analogous, for to him the shareholders look for disinterested transaction of corporate business. *West v. Camden*, 135 U. S. 507. Wherever an employer fully apprised of this other interest of his employee clearly assents thereto, the contract is unobjectionable. *Rice v. Wood*, *supra*; *Bell v. McConnell*, 37 Ohio St. 396. But there must be unmistakable evidence that the employer assented, having a full knowledge of all the facts. *Marshall v. Reed*, 32 Pa. Super. Ct. 60. The court reasons that the contract sued on is not void as against public policy, because of the fact that the original agreement by the B. Co. with the defendant must have contemplated that the latter would contract to pay his directors. But this is accepting as a substitute something less than the full disclosure regularly required to validate a dual agency.

**INTERNATIONAL LAW — NATURE AND EXTENT OF SOVEREIGNTY — JURISDICTION OVER VESSELS.** — Death was caused by the explosion of a boiler on a Michigan vessel in the Canadian waters of the Great Lakes. *Held*, that the law of Michigan governs. *Thompson T. & W. Ass'n. v. McGregor*, 207 Fed. 209 (C. C. A. Sixth Circ.).

For a discussion of the jurisdiction over vessels, see this issue of the REVIEW, at p. 268.

**INTOXICATING LIQUORS — LEGISLATION — INTERPRETATION: APPLICATION OF PROHIBITIONS AGAINST SELLING AND TRANSPORTING TO THE PURCHASER OR HIS AGENT.** — A city ordinance prohibited the sale or transportation of intoxicating liquors. The defendant, acting as agent, purchased and carried to his principals some whiskey sold in violation of the ordinance. He was indicted for transporting contraband liquors. *Held*, that the prohibition against the transportation does not apply to the buyer's agent. *City of Anderson v. Fant*, 79 S. E. 641 (S. C.).

It has been held that a statute prohibiting the sale of liquor does not apply to the purchaser, because, by prohibiting only selling, it impliedly excludes buying from its scope. *State v. Rand*, 51 N. H. 361. See *Commonwealth v. Willard*, 22 Pick. (Mass.) 476, 479. The buyer, however, is not indicted for the act of buying, but as a principal in causing the crime of selling. And one